

ARTICLE 4

UNION SECURITY

SECTION 1. AGENCY SHOP.

A Bargaining Unit employee shall either become a member of the Union or comply with Subsection B below.

A. Union Deductions.

Upon receipt of a completed and signed individual authorization from an employee, the Appointing Authority shall deduct from the pay of the employee dues and initiation fee required to maintain the employee's membership in the Union in good standing.

All payroll deduction authorization forms currently filed with the Appointing Authority shall remain in effect unless revoked in accordance with this Article. An authorization shall be effective only as to such membership dues and initiation fee which become due after receipt of the authorization by the personnel office of the employee's Appointing Authority. The Appointing Authority shall make the required payroll deductions by the pay period following receipt of an authorization. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal income tax; State income tax; local or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled employee's share, if any, of insurance premiums.

Union deductions shall be in such amounts as shall be certified to the Employer in writing by the authorized Union Representative. A Union deduction authorization shall be unaffected if an employee transfers within the Bargaining Unit. However, a new authorization form shall be submitted as indicated above by an employee immediately upon returning from a leave of absence without pay in excess of one (1) year. Employees recalled from layoff, scheduled for work from furlough, or returning from a leave of absence of less than one year shall resume payroll deduction of dues, commencing the first pay period on payroll.

B. Service Fees.

(1) Service Fee Deductions

The Employer will apply the provisions of this Section in accordance with applicable law. An employee listed below shall, as a condition of continuing employment, tender to the Union within the time listed below a service fee in an amount not to exceed the dues and initiation fee required of all Union members, representing only the employee's proportionate share of the Union's cost germane to collective bargaining, contract administration, grievance adjustment, and any other cost necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

- a. An employee not a member of the Union upon attaining thirty (30) calendar days;
- b. An employee hired after the effective date of this Agreement who has not become a Union member upon attaining thirty (30) calendar days;
- c. An employee who avails him/herself of the opportunity to voluntarily terminate membership in the Union according to the provisions of this Article.

Such obligation will be fulfilled by the employee completing, signing, dating, and submitting to the Appointing Authority the required authorization for service fee deductions form provided in Appendix B-2. The Employer shall thereafter make the deduction.

This Subsection shall take effect when the Union notifies the Employer, in writing, of the amount of the required service fee. Such notification may be made on or after the effective date of this Agreement.

When an employee leaves employment in the Bargaining Unit, service fee deductions shall be automatically terminated.

A service fee authorization shall be unaffected if an employee transfers within the Bargaining Unit. However, a new authorization form shall be submitted as indicated above by

an employee immediately upon returning from a leave of absence without pay in excess of one (1) year. Employees recalled from layoff, scheduled for work from furlough, or returning from a leave of absence of less than one year shall resume payroll deduction of service fees, commencing the first pay period on payroll.

(2) Compliance Procedure

The Employer shall automatically deduct from an employee's paycheck and tender to the Union a representation service fee after the following:

Step (1) The Union first notifies the Appointing Authority in writing, by hand delivery or certified mail, return receipt requested, that the employee is not a member of the Union in good standing and has not tendered the required service fee.

Step (2) Within ten (10) weekdays from the date the Union so notifies the Appointing Authority, the Appointing Authority shall:

- a. notify the employee of the provisions of this Article by certified mail, return receipt requested; and
- b. obtain the employee's response; and
- c. notify the Union of the employee's response.

Step (3) In the event the employee fails to become a member of the Union in good standing or to sign the authorization for service fee deductions form after the above, the Union may request automatic deduction of service fee by notifying the Employer, with a copy to the employee, certified mail, return receipt requested.

Step (4) Upon receipt of such written notice, the Appointing Authority shall within five (5) weekdays notify the employee with a copy to the Union, that beginning the next pay period the Employer will commence deduction of the service fee and tender same to the Union.

(3) Objections to Amount of Service Fee.

A service fee payer shall have the right to object to the amount of the service fee and to obtain a reduction of the service fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

The Union shall give every service fee payer financial information sufficient to determine how the service fee was calculated. A service fee payer may challenge the amount of the service fee by filing a written objection with the Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The Union shall place in escrow any portion of the objector's service fee that is reasonably in dispute.

C. Maintenance of Membership.

A Union deduction authorization may be revoked by an employee at any time following the effective date of this Agreement by making written authorization for service fee deduction to the personnel office of the employee's Appointing Authority.

D. Deduction Changes.

Once an employee makes an authorization for either Union deductions or service fee deductions, such deductions shall only be changed by the employee making an authorization for the other deduction (Union or service fee).

E. Employer Notification.

The Appointing Authority shall inform all new employees and employees returning from leave of more than one year, upon their hire or return, of the employee's obligations under this Section; provided, that the failure of the Appointing Authority to so inform shall not be defense to any employee who has failed to comply with the provisions of this Section. The Employer shall provide new employees and employees returning from leave of more than one

year with the appropriate authorization forms provided to the Employer by the Union. The Employer shall forward the appropriate authorization forms to the Union.

For the purposes of this Subsection, employees reentering the Bargaining Unit from an exclusively or non-exclusively represented classification at either their former classification or a different classification shall be considered as new employees. Employees who change classifications within the Bargaining Unit are not required to complete a new authorization form.

F. Remittance and Accounting.

Union deductions and service fee deductions for each biweekly pay period shall be remitted by the Employer without cost to the designated Union Representative no later than ten (10) calendar days after the close of the pay period of deductions, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made and the amount deducted, indicating whether it represents Union dues or service fee.

Unavoidable delays shall not constitute a violation of this Agreement. These reports shall be provided in hard copy form. If the Union requests such reports on computer tape, the Employer shall furnish the reports in that form (to the extent that such is available on tape) and the Union shall only be charged for any additional cost over hard copy.

SECTION 2. BARGAINING UNIT INFORMATION PROVIDED TO THE UNION.

- A. The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this Unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, social security number, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (Department/Agency).

- B. The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the Bargaining Unit: the employee's name, social security number, identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (Department/Agency), TKU, Union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, Unit code and hourly rate.

SECTION 3. AID TO OTHER UNIONS.

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor or employee organization which purports to engage in employee representation of employees in this Bargaining Unit, or make any agreements which undermine the Union with any such group or organization.

Nothing contained herein shall be construed to prevent any representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through negotiations with the Union.